

Senate Bill 310  
02/09/09

Members of the Senate Local Government Committee

This written testimony supports the changes proposed by Senator Shockley to amend the Title 76-3-608, which currently prohibit the protest provisions as a part of subdivision review process.

As a former local government administrator, and elected official I have seen this waiver of protest used to promote the public welfare, but now it is used as a club to stifle public debate and allow the imposition of additional fees and taxes without the individual's ability to protest the government's action.

Assume you have a 65-unit subdivision that requires a waiver of protest on all future action as a part of the subdivision review process. If the subdivision is approved with that provision on the face of the final plat those homeowners have given up their legal right of protest before they ever purchase a lot in that subdivision. With that provision on the face of the final plat local government can impose SIDs, a variety of taxing districts and additional costs that go along with homeowner costs without the ability of homeowners having the ability to protest the cost or need for such a new tax. In my view this violates the State's concept of "one man one vote".

Local governments need to justify to their constituents, that additional fees and taxes will result in a higher level of service, improved infrastructure, or a cleaner healthier environment. Local governments, in many instances, use the waiver of protest, as a means of raising revenue without necessarily providing the additional service that the fees will generate.

In Missoula, many times the waiver of protest is used to annex a subdivision into the city without necessarily providing the additional fire or police protection or other city services that go along with living in the city and paying higher city taxes. Many times the argument is made that hooking to the Municipal Sewer is safer for the groundwater, when in fact, a highly efficient septic system has a higher level of treatment. Without the ability to protest the government action the debate on this issue never takes place.

Many folks have talked about feeling left out of the public process and that their input is ignored or the decision is already made when a public hearing is held. With these waivers in place this is the case. Public participation is squelched and disconnect and distrust occurs between local government and the public.

The action proposed by Senator Shockley in SB310 is a small step, but I think it is a very important first step in reestablishing the interaction between the government and the citizens it serves. I urge the committee to pass these changes onto the full Senate.

Lawrence Anderson  
915 Parkview Way  
Missoula, MT 59803

Former Missoula County Commissioner, City Council Representative and Missoula  
Administrative Officer

February 9, 2009

Montana State Legislature  
Local Government Commission

Dear Chairman Esp and Commission members,

We are writing in support of SB310. We have often wondered how a person unknown to an individual could sign their rights away. Certainly the Fifth Amendment of the US Constitution guarantees all citizens the right of due process as stated;

*"It is now the settled doctrine of this Court that the Due Process Clause embodies a system of rights based on moral principles so deeply imbedded in the traditions and feelings of our people as to be deemed fundamental to a civilized society as conceived by our whole history. Due Process is that which comports with the deepest notions of what is fair and right and just."*

We believe denying any citizens the right to question and protest government action is in direct conflict with our constitution.

The Fourteenth Amendment goes further in addressing a citizen's rights to equal protection of the laws.

*"No state shall make or enforce any law which shall abridge the privilege or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law, nor deny to any person within its jurisdiction the equal protection of the laws."*

How can a city government believe they are affording their citizens equal protection of the laws when one neighbor can protest an SID while another can not due to a developer signing their right to protest away? The developer can surely cite financial gain as reason to participate in such an arrangement, while the property owner can not.

We believe there will be positive outcomes to the enactment of SB310 – it will result in a higher level of accountability on any and all projects a City Public Works Department should endeavor upon. Public Works Directors will know projects will need to be well designed, fiscally constrained and truly necessary or the citizens will deny additional taxation for funding the project.

We urge you to support SB310.

Sincerely,

Lyn Hellegaard

Lyn Hellegaard  
Missoula City Council – Ward 4

John Hendrickson

John Hendrickson  
Missoula City County – Ward 6

Mr. Chairman. Thank you for the privilege of addressing this committee. Mr. Chairman and members of the committee I am Linda Frey, 100 Hillview Way, Missoula, Mt. I speak for both myself and my twin, Marsha Frey. I led the fight against an SID on Hillview Way. Fighting an SID is like a second marriage, the triumph of hope over experience. In that process I discovered that the city was forcing developers to waive their rights of protest. They sign with a knife at their throat because their permits will not be approved without it. Moreover, that waiver runs with the land in perpetuity. Those who subsequently buy the land find that their rights have been signed away.

This procedure should be illegal because it strips future buyers of their constitutional right to protest tax increases. As John Marshall said "The power to tax is the power to destroy." Citizens lose their right to file a protest in cases that directly affect them. Let me give you a concrete example. In our case 10 individuals were allocated a total of a million dollars of that SID, Only three of those ten could protest and the 3 did. We found at least 12 percent of the people in the SID district who were bound by these waivers, but there were probably more. Should they not have a right to protest a 3.3 million SID? . Should they not have a right to protest the construction of a \$200,000 lighted tunnel for the deer to cross? Should these property owners have had the right to protest an SID after another of \$4.4. million was imposed only two years earlier? The taxes in our area have doubled in ten years. Should not all citizens have a right to protest further increases? We should not countenance measures that encourage governments to take away

individuals' rights.

Yes, waivers makes a city's job easier, they do not have to worry about at least some of those pesky citizens. But should we allow them to bypass the citizens and impose what the majority does not want?

These waivers should be illegal because they flout legislative intent as seen in the Montana Annotated Code. That code provides that ~~40~~<sup>50</sup> percent of the total landowners can stop an SID. But this waiver makes it numerically impossible for that to happen. It stacks the deck against the citizens. Silence, however imposed, is consent. Those who cannot protest are counted as for it. As these waivers spread, it makes a mockery of the provision that a certain percent of the citizens can stop an SID. Do we really want to divide the citizens into those who can and those who cannot protest? Where should power rest? In the citizens or in the bureaucracy?

Is the waiver necessary? Tom Crowley the former city engineer of the city of Missoula supports this legislation and argues that these waivers are unnecessary. It certainly makes the passage of SIDS easier for city personnel but that should not guide your decision.

It is a slippery slope to argue that this measure serves the great good, If you trample on one, you are trampling on all. So I ask you to follow Mark Twain: "always do right, this will gratify some people and astonish the rest".

**Frey, Linda S**

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**From:** J4464Q8@aol.com  
**Sent:** Friday, February 06, 2009 9:19 PM  
**To:** johnesp2001@yahoo.com  
**Subject:** SB 310: Prohibit local covenants prohibiting protest of SID

Dear Senator Esp,

I am writing to urge you to support this bill sponsored by Jim Shockley which would prevent local governments from coercing individuals in subdivisions to sign waivers of their right to protest. Missoula city government is using this tactic to silence those who object to unconscionable SIDs, annexation, and other government mandates. The language should be expanded to cover all local government actions regardless of whether they apply to subdivisions or not.

Following is language from Missoula's Subdivision Regulations, Article 3, page 26:

City Subdivision Regulations: 3-2(3)(A)(7) The developer shall include a statement on the subdivision plat which states that acceptance of a deed for a lot within this subdivision shall constitute the assent of the owners to any future SID/RSID, based on benefit, for upgrading the streets within the subdivision, including but not limited to paving, curbs and gutters, non-motorized facilities, street widening, and drainage facilities and may be used in lieu of their signatures on an SID/RSID petition.

and on page 20 (again from Article 3):

All subdivisions within areas of Wildland/Residential Interface shall have more than one (1) improved access route unless it is not feasible because of topographic or other constraints. When two (2) access routes are not provided, an SID waiver statement shall be required stating that the acceptance of a deed for a lot within the subdivision constitutes the assent of the owners to any future SID for the construction of a second access route and may be used in lieu of their signature on an SID petition.

Following is the language used in a letter from the Office of Planning and Grants (OPG) to a developer:

2. The following statement shall appear on the face of the final plat: "Acceptance of a deed for a lot within this subdivision shall constitute assent of the lot owner to waive the right to protest a future RSID/SID for improvements to Grassland Drive and Mullan Road, including, but not limited to, paving, the installation of drainage facilities, curbs and gutters, pedestrian walkways or bikeways, based on benefit. The waiver shall run with the land and shall be binding on the transferees, successors, and assigns of the owners of the land." *Subdivision Regulations 3-2(7), City Engineering and OPG recommendation*

Silencing the right of citizens to protest against taxation or other government mandate goes against the basic rights of Americans. There are many Missoula citizens who try, often without much success, to reign in our local government. Passage of this bill would help the tax paying citizens who want good government, to exercise their basic rights.

Sincerely,  
Jane L. Rectenwald

Jane Lewis Rectenwald  
425 Connell Avenue  
Missoula, MT 59801-4418

406-549-4446

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Who's never won? Biggest Grammy Award surprises of all time on AOL Music.  
(<http://music.aol.com/grammys/pictures/never-won-a-grammy?ncid=emlcntusmusi000000003>)

Dear committee member:

My name is Will Deschamps and am writing in support of SB 310.

I have been well educated on the pit falls of local governmental agencies removing the voters right to vote on taxation issues that affect them.

I helped my mother develop property she owned west of Missoula. When a large developer west of our subdivision went before the reviewing agencies, their density needed the extension of the sewer. We, the subdivision between the city and the new subdivision, were given the choice, for a price, to have stub outs where the new sewer pipes ran next to our lots. After the stub outs were installed we received a contract from the city, where we would forever relinquish our rights to vote against annexation into the city. I refused to sign and when told the stub outs would be removed, signed the contract and added, "signed under protest". The city then said they would force the original contractor to remove the stub outs at the contractors cost if I did not sign the form. That requirement put upon the contractor because of my stand was out of bounds and I finally signed the contract. This is how business is done in Missoula to disenfranchise voters.

February 6, 2009

Joseph W Gorsh  
4511 Hillview Way  
Missoula, Montana  
406-251-6686

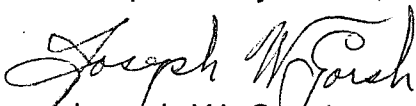
2009  
Montana State Legislature  
Helena, Montana

Dear Legislature,

I respectfully ask you to pass SB-310.

Twice I've been a party of what this bill is trying to correct. Anything you can do to lift the restriction of future owners to protest would be greatly appreciated.

Respectively Yours,

  
Joseph W. Gorsh

  
Barbara Wilson Gorsh

February 6, 2009

Montana State Legislature  
Helena, Montana

Re: Senate Bill 310

Honorable Members:

I'm in favor of SB 310 and support it's passage.

I bought a home in a subdivision in 1998. Two years ago, 2006 - 2007, an SID was proposed for major reconstruction of our primary street. The individual burden was in the tens of thousands of dollars. I raised my voice to say no, only to be told that the developer had given away my right to protest years earlier (1993) in exchange for a development permit. That's ludicrous, if not coercive.

Please pass SB 310.

Best premises,

A handwritten signature in black ink that reads "Mike Hegedus". The signature is fluid and cursive, with a long horizontal stroke at the end.

Mike Hegedus  
4503 Hillview Way  
Missoula, MT 59803  
406-251-3433



February 8, 2009

2009 Montana Legislature

Re: Senate Bill No. 310

A bill for an act entitled: "An act prohibiting a waiver of right to protest as a condition of subdivision approval; and amending section 76-3-608, MCA."

We are in full support of Senate Bill No. 310. Please consider enacting this bill and the subsequent amendment to section 76-3-608, MCA. Doing so would ensure the constitutional rights of all Montana citizens.

Sincerely



Nancy A. McQuarrie  
1201 Landons Way  
Missoula, MT 59803



Rowan P. McQuarrie  
1201 Landons Way  
Missoula, MT 59803



# WGM GROUP, INC.

ENGINEERING  
SURVEYING  
PLANNING

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June 6, 2006

Steve King, P.E.  
City Engineer  
City Hall, 435 Ryman  
Missoula, Montana 59802

Jim Nugent  
City Attorney  
City Hall, 435 Ryman  
Missoula, Montana 59802

Office of Planning & Grants  
435 Ryman  
Missoula, Montana 59802

RE: Landon's Way Subdivision  
Conditions of Subdivision Approval

On November 28, 2005, the Missoula City Council approved the above referenced subdivision with conditions.

Each of you has specific responsibilities, as defined in Section 4-2(6) of the City Subdivision Regulations, to assure the final plat has met the conditions of approval. We, on behalf of the **developer**, ask that you carefully review each of the conditions and check each one against the original approval letter, a copy of which is attached to the enclosed final plat. If you have any questions about the condition or the manner in which it has been addressed, please contact us immediately. Regulations require that an attorney prepare covenants and certify that they conform to the subdivision regulations and conditions of approval. WGM Group, Inc. makes no representation as to the work of these required independent agents retained by the **developer**. It is the intent of the **developer** to fulfill the conditions of approval fully and completely. If the final plat and associated material meet with your approval, we, on behalf of the **developer**, ask that you sign the plat and the check list and forward it to the next reviewing agent for their review and signature.

Please note, some agencies do not provide letters of approval. Typically, these agencies are the ones who have signature spaces on the final plat, they include the Sanitarian, the City Engineer, the City Attorney and the Office of Planning and Grants. Where these agencies have signature blocks on the final plat, it is assumed that the appropriate signature on the final plat constitutes assent that the appropriate conditions of plat approval have been met.


June 6, 2006

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The following is a list of the conditions of plat approval along with a brief explanation on how the **developer** has met each condition.

1. A boundary line relocation creating the 6.84 acre parcel proposed to be subdivided as Landon's Way shall be filed with the County Clerk and Recorder's Office prior to final plat approval. *Subdivision Regulations Article 3-1(1) and OPG recommendation.* **The boundary relocation has been filed as COS No. 5795, refer to the copy included with this packet.**

#### Roads

2. The following statement shall appear on the face of the plat and in each instrument of conveyance:  
"Acceptance of a deed for a lot within this subdivision constitutes assent of the lot owner to waive the right to protest a future RSID/SID for improvements including but not limited to the installation of paving, drainage facilities, curbs and gutters, pedestrian walkways or bikeways to Hillview Way, Macie Way, Hunter Lane and Colter Court, based on benefit. The waiver shall run with the land and shall be binding on the transferees, successors, and assigns of the owners of the land." *Subdivision Regulations Article 3-2(3)(E) and OPG recommendation.* **Refer to the face of the plat for this statement and also the covenants, Section 27 on page 9.** 
3. The developer shall file a development agreement requiring mitigation of road dust emissions enforceable through a lien, if necessary, to reimburse the City for expenses incurred, subject to review and approval by the City Attorney's Office, the City Public Works Department, and the Air Quality Division of the City/County Health Department prior to final plat filing. *Subdivision Regulations Article 3-2(1)(E), City Attorney's Department, City-County Health Department, and OPG recommendation.* **The development agreement is included in this packet. By the signatures of the City Attorney, City Engineer and the Health Department on the plat it is assumed this condition has been satisfied. Also refer to the copy of the e-mail from Ben Schmidt of the Health Department approving the Development Agreement.**
4. A one foot no-access strip shall be located on the final plat along the Macie Way frontage of Lots 1 and 9 and the Hunter Lane frontage of Lots 6 through 9, except that Lot 9 may access from Macie Way subject to City Engineer approval. *Subdivision Regulations Article 3-2(1)(E), City Public Works and OPG recommendation.* **Refer to the plat for the one foot no-access strip along the Macie Way frontage of Lot 1.**
5. Physical access from the end of the Colter Court cul-de-sac to Tract 1-B, COS 3620 shall be provided, subject to review and approval by the City Public Works Department prior to final plat approval. *Subdivision Regulations Article 3-1(6) City Public Works and OPG recommendation.* **N/A, this condition will be satisfied with Phase 2.**

(7) The developer shall include a statement on the subdivision plat which states that acceptance of a deed for a lot within this subdivision shall constitute the assent of the owners to any future SID/RSID, based on benefit, for upgrading the streets within the subdivision, including but not limited to paving, curbs and gutters, non-motorized facilities, street widening, and drainage facilities and may be used in lieu of their signatures on an SID/RSID petition.

(8) Within areas of Wildlands/Urban Interface the minimum unobstructed width shall not be less than twenty (20) feet and there shall be an unobstructed vertical clearance for roadways and bridges of thirteen (13) feet, six (6) inches, and the roadway shall be reviewed by the City Fire Chief for combustibility and emergency access, and approved by the Public Works Director, City Fire Chief, and governing body.

(9) Following are components used to arrive at the street widths presented in the previous two tables. The Public Works Director may allow variations to these widths where necessary.

	STANDARD WIDTH	VARIABLES THAT AFFECT WIDTH
TRAFFIC LANE (Exclusive of gutter):		
(1) Residential Streets:	(1)	
A. Local Streets - Extremely Low Volume	A. 9' traffic lane width for 3-6 units	Average daily trips (ADTs) Boulevards and Alleys Vehicle speed
B. Local Streets - Low Volume	B. 10' traffic lane width for 7-80 units	Emergency vehicle access Traffic calming
C. Local Streets	C. 12' traffic lane width for 81-200 units	Street maintenance Other constraints, such as hillsides, commercial traffic, etc.
(2) Collector/Commercial and Industrial Streets	(2) Width reviewed on a case by case basis.	
BICYCLE LANE (Required on streets which are functionally classified as collector streets or greater)	5' to gutter edge, or 12' when combined with parking lane.	Average daily trips (ADT's) Vehicle speed Whether parking is adjacent (See Guidelines found in the Non-Motorized Transportation Plan.)
PARKING (Inclusive of gutter) (Required on streets which are functionally classified as collector streets or greater)	8'	Average daily trips Vehicle speed Boulevards and Alleys Other constraints, such as hillsides, commercial traffic, etc.
CURB AND GUTTER	2'	

CONDITIONS OF APPROVAL  
LANDON'S WAY SUBDIVISION  
NOVEMBER 28, 2005

1. A boundary line relocation creating the 6.84 acre parcel proposed to be subdivided as Landon's Way shall be filed with the County Clerk and Recorder's Office prior to final plat approval. *Subdivision Regulations Article 3-1(1) and OPG recommendation.*

Roads

2. The following statement shall appear on the face of the plat and in each instrument of conveyance:

"Acceptance of a deed for a lot within this subdivision constitutes assent of the lot owner to waive the right to protest a future RSID/SID for improvements including but not limited to the installation of paving, drainage facilities, curbs and gutters, pedestrian walkways or bikeways to Hillview Way, Macie Way, Hunter Lane and Colter Court, based on benefit. The waiver shall run with the land and shall be binding on the transferees, successors, and assigns of the owners of the land." *Subdivision Regulations Article 3-2(3)(E) and OPG recommendation.*

3. The developer shall file a development agreement requiring mitigation of road dust emissions enforceable through a lien, if necessary, to reimburse the City for expenses incurred, subject to review and approval by the City Attorney's Office, the City Public Works Department, and the Air Quality Division of the City/County Health Department prior to final plat filing. *Subdivision Regulations Article 3-2(1)(E), City Attorney's Department, City-County Health Department, and OPG recommendation.*

**MERCHANTABLE TITLE:** If the Seller title is not merchantable and cannot be made merchantable before the stated closing date, 10 ADDITIONAL DAYS SHALL BE ALLOWED FOR THE SELLER TO MAKE SUCH TITLE MERCHANTABLE. If title is not merchantable after additional specified time, this Agreement is terminated, unless Buyer elects to waive defects and proceed to closing. The parties may agree to negotiate alternative terms or provisions. Encumbrances to be discharged by the Seller shall be satisfied prior to closing or from Seller's proceeds at the time of closing.

**SPECIAL IMPROVEMENT DISTRICTS:** Special Improvement Districts (including rural SIDs), including those that have been noticed to Seller by City/County, but not yet spread or currently assessed, if any, will be:

☒ paid off by Seller at closing: NO SIDS WITHIN MTN SHADOWS WEST  
☐ assumed by Buyer at closing, OR

☒ SELLER + BUYER WAIVE "RIGHT TO PROTEST" FUTURE SIDS ON HILLVIEW WAY.

All perpetual SIDs shall be assumed by Buyer.

**PRORATION OF TAXES AND ASSESSMENTS:** Seller and Buyer agree to prorate taxes, Special Improvement District assessments for the current tax year, as well as pre-paid rents, water and sewer system charges, heating fuel and tank rental, irrigation assessments, Homeowner's Association dues and/or common maintenance fees, if any, as of the date of closing, unless otherwise agreed and:

**CLOSING DATE:** The date of closing shall be not later than Sept. 2, 1997. The parties may, by mutual agreement, agree to close the transaction at any time prior to the date specified. The Buyer and Seller will deposit with the closing agent all instruments and monies necessary to complete the purchase in accordance with this Agreement.

**POSSESSION:** Seller shall deliver to Buyer possession of the property and allow occupancy:

☒ on the date of closing, OR  
☐ on the date of recording the Deed, Notice of Purchaser's Interest, OR  
☐ other \_\_\_\_\_

Property shall be vacant unless otherwise agreed in writing. Seller shall provide keys and/or means to operate locks, mailboxes, security systems, alarms, garage door opener(s), and Homeowner's Association facilities, if applicable.

**CONDITION OF PROPERTY:** Seller agrees that the Property shall be in the same condition, normal wear and tear excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property. Seller agrees to leave the Property in broom clean or better condition and allow Buyer a walk-through inspection of said Property prior to closing to insure that all appurtenances and appliances included in the sale remain on the Property.

**RADON DISCLOSURE STATEMENT:** The following disclosure is given pursuant to the Montana Radon Control Act, Montana Code Annotated Section 75-3-606.

**RADON GAS:** RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE PUBLIC HEALTH UNIT.

If the property has been tested for radon, the Seller will provide a copy of the test results concurrent with an executed copy of this Agreement. If the property has received radon mitigation treatment, the Seller will provide the evidence of the mitigation treatment concurrent with an executed copy of this Agreement.

**BUYER'S REMEDIES:** (A) If the Seller fails to accept the offer contained in this Agreement within the time period provided in the BUYER'S COMMITMENT section, all earnest monies shall be returned to the Buyer. (B) If the Seller accepts the offer contained in this Agreement, but refuses or neglects to consummate the transaction within the time period provided in this Agreement, the Buyer may:

- (1) Demand immediate repayment of all monies that Buyer has paid as earnest money, and upon the return of such money, the rights and duties of Buyer and Seller under this Agreement shall be terminated; OR
- (2) Demand that Seller specifically perform Seller's obligation under this Agreement; OR
- (3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.

**Frey, Linda S**

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**From:** THOMAS P ROSS [montanagrizzfan@msn.com]  
**Sent:** Wednesday, February 11, 2009 8:31 PM  
**To:** goosen04@yahoo.com  
**Subject:** FW: SB 310

Senator Shockley,

This is the full context of an email I sent your colleagues on the Local government committee. That which I sent you was limited to 1250 characters!! This is a seminal argument I believe, one which will test our resolve to support constitutional law and government. Stand strong. God Bless you for your courage to support this measure.

Very Respectfully,

Tom Ross  
Missoula

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From: montanagrizzfan@msn.com  
To: johnesp@yahoo.com; jeff@jeffessman.com; ron.senate@gmail.com  
Subject: SB 310  
Date: Wed, 11 Feb 2009 11:13:33 -0700

Dear Senators Esp, Essman and Erickson,

Thank you again for allowing me to testify at the Local Government Committee on Monday. I understand from Linda Frey last evening that, in an attempt to find middle ground, a timeframe has been offered on when a waiver would expire. I understood her to say 20 years.

It would be impossible for me to recommend or support that approach because I believe this issue to be far too simple to be cluttered by what still amounts to a disenfranchisement by my government of my basic civil right to redress my grievances for actions by my government.

I do not mean to insult your intelligence or invade your time, but allow me to once again quote the US & Montana Constitution respectively:

US Constitution - "Amendment I - Congress shall make no law... abridging the freedom of speech...or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances."

Montana Constitution - "Article II - Section 6. Freedom of Assembly - The people shall have the right peaceably to assemble, petition for redress or peaceably protest governmental action."

Montana Constitution - Article III - Section 3 - Oath of Office - Members of the legislature ... shall take and subscribe the following oath or affirmation, before they enter upon the duties of their offices: "I do solemnly swear (or affirm) that I will support, protect and defend the constitution of the United States, and the constitution of the state of Montana, and that I will discharge the duties of my office with fidelity (so help me God)."

I must respectfully ask how placing a time limit on a disenfranchisement amounts to the support of

those two constitutions which you swore to uphold? I am confident that should I propose in legislation that we suspend *habeas corpus* or the right to be secure from unreasonable searches and seizures you would dismiss me from the room and rightly so. Allowing cities and counties in this state to demand a citizen's waiver of right to protest amounts to the same thing, in my opinion.

I passionately believe in representative government. I passionately want my government to work in interests of the citizen before the interests of government. Allowing this practice by local government to continue is working for the interest of governments (and some business entities) and against the interests of the citizen. If I perceive that my representative government puts the convenience of government ahead of the rights of the individual, then I will have no option but to seek relief by referendum or constitutional amendment - a practice that I find somewhat distasteful in a representative democracy.

Thank you for your time. Keep the faith that our constitutions should never be allowed to be trampled upon by local governments run amok.

Very Respectfully,

Tom Ross

PS, I did not have Senator Shockley's email address but will send this to him by another means.

tpr